

10/29/07 8:11:07
BK 2,810 PG 11
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Mortgage Services Loan Number 0034629543
Fannie Mae Loan Number 1700735623
MERS Min No. 100020000346295433

Prepared by:

Bill Monteith

Bill Monteith

Prepared at:

Mortgage Services
4001 Leadenhall Road
Mt. Laurel, NJ 08054

ORIGINAL

County Recorder,
Record and return to:
Mortgage Services
3000 Leadenhall Rd.
Mt. Laurel, NJ 08054
Attn: Document Control

(877) 766-8422
This document is dated: 08/30/2007

PARCEL # 1079 3210.0 00030.00

LOAN MODIFICATION AGREEMENT

Three Original Loan Modification Agreements must be executed by the Borrower
One Original is to be filed with the note and one Original is to be recorded in the Land
Records where the Security Instrument is recorded

This Loan Modification Agreement ("Agreement"), between REGINALD SIBLY ("Borrower(s)") and Coldwell Banker Mortgage (Lender), "MERS" is a Mortgage Electronic Registration System, Inc. MERS is a separate corporation that is acting solely as a nominee for the Lender and Lender's successors and assigns. MERS is beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument"), dated 01/31/2006 securing the original principal sum of \$261,250.00 and recorded on 02/03/2006, with Book 2405 Page 399 of the County of DE SOTO and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument as the "Property", located at 6197 STAFFORD CV, SOUTHAVEN, MS 38671 the real property described being set forth as follows:

LEGAL DESCRIPTION: See Attached

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

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1. As of the **First** day of **October 2007**, the amount payable under the Note and the Security Instrument (the "Unpaid "Principal Balance") is U.S. **\$270,252.02** consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **5.875%**, beginning on the **First** day of **October 2007**. The Borrower promises to make monthly payments of principal and interest of U.S. **\$1,633.55** beginning on the **First** day of **November 2007** and continuing thereafter on same day of each succeeding month until principal and interest are paid in full. If on **02/01/2036** (the " Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at 4001 Leadenhall Road Mt. Laurel, NJ 08054 or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note or Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.

Austin J. Flower (Seal)
Austin J. Flower - Witness

REGINALD SIBLY (Seal)
REGINALD SIBLY - Borrower
(Must Sign In Black Ink Only)

Charles Clare (Seal)
Charles Clare - Witness

(Seal)
-Borrower
(Must Sign In Black Ink Only)

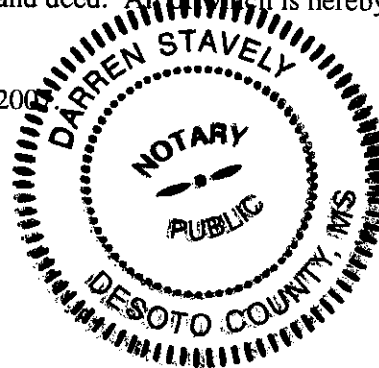
STATE OF: MS
COUNTY OF: DeSoto

Be it remembered, that on this 30 day of August in the year of Our Lord two thousand and seven (2007) before me, the subscriber a NOTARY PUBLIC, personally appeared **REGINALD SIBLY** who I am satisfied is/are the person(s) who signed the within instrument, and I acknowledge that he/she/they signed, sealed and delivered the same as his/her/their voluntary act and deed. All of which is hereby certified.

Sworn and Subscribed before me on this 30 day of August 2007

DST (Seal)
(Must Sign In Black Ink Only)
DARREN STAVELY
Notary Public

My Commission Expires
June 29, 2010



Loan Modification Agreement-Single Family--Fannie Mac/Freddie Mac Uniform Instrument
 _____ [Space Below This Line For Acknowledgments] _____

Coldwell Banker Mortgage

By: *Marc J. Hinkle*
 Marc J. Hinkle, Vice President

STATE OF: NJ
COUNTY OF: Burlington

On this 30 day of Oct 2007 before me, Marc J. Hinkle Vice President of CORPORATION, Notary Public, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to be within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

**DIANA L. ERLSTON, NOTARY PUBLIC.*

WITNESS my hand and official seal.

Signature *Diana L. Erlston*
 (Must Sign In Black Ink Only)
 DIANA L. ERLSTON
 NOTARY PUBLIC OF NEW JERSEY
 MY COMMISSION EXPIRES: 07/31/2011

**“EXHIBIT A”
LEGAL DESCRIPTION
LOAN #0034629543**

**Lot 30, phase a, section a,
Worthington subdivision, in section
32, Township 1 South Range 7 West,
DeSoto County, Mississippi, as per
plat thereof recorded in Plat Book 63,
Pages 46-48, in the office of the
Chancery Clerk of DeSoto County,
Mississippi.**